

Cook County Health and Hospitals System
Report of the Meeting of the Board of Directors
April 24, 2009

ATTACHMENT #3

April 24, 2009 Board Meeting Agenda Item #8

Contract Synopsis

Vendor: David Gomez and Associates

Following evaluation of responses to an issued Request for Proposals, David Gomez and Associates was one of the Executive Search Firms chosen and recommended to (and approved by) the CCHHS Board.

David Gomez and Associates will be retained under a two year contract (to commence upon approval of the CCHHS Board) to assist in the recruitment of qualified candidates for specific key and/or hard to fill positions that the Chief Executive Officer might determine (on an individual case basis) as appropriate for search assignment placement with the Vendor.

A fixed professional fee of 25% of the value of the total first year's cash compensation (base, any sign-on bonus, any first year performance bonus) has been negotiated for each search assignment that might be given to the Vendor. This fee represents a discount from the usual and customary fee of 33% by this Vendor.

The estimated fee will be paid in incremental steps (1/3 upon assignment of a search project, 1/3 due 45 days after initiation of search assignment, and 1/3 due 10 days after the selected candidate's acceptance of an offer and mutually agreed upon start date. The final invoice will reflect any adjustments necessary between the original estimated fee and the final total professional fee, based upon the actual first year's total cash compensation amount.

Direct expenses in conjunction with a particular search assignment such as candidate interview expenses will be billed monthly during the search project.

The contract complies with all necessary Cook County requirements, has been reviewed and approved by the States Attorney's Office, and reviewed by the County Purchasing Agent's Office and County Contract Compliance.

Funds for this contract are included in the FY 2009 Budget within budget unit 890.

APPROVED

APR 24 2009

BY BOARD OF
DIRECTORS OF THE COOK COUNTY
HEALTH AND HOSPITALS SYSTEM

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PART I

**CONTRACT FOR SERVICE BETWEEN
THE COUNTY OF COOK/COOK COUNTY HEALTH AND HOSPITALS
SYSTEM AND**

David Gomez & Associates International Co., Inc.

This Contract is made and entered into by and between the County of Cook, Illinois, a body politic and corporate, ("County") through its Cook County Health and Hospitals System ("System"), and David Gomez & Associates International Co., Inc. ("Contractor"), with its principal place of business at 20 N. Clark Street, Suite 2900 Chicago, IL 60602.

WHEREAS, the System makes health care services available to persons who reside in Cook County, Illinois, regardless of their ability to pay, including the provision of health care to the indigent in a proficient and compassionate manner, and performs this function through the System which, through its health care delivery system, provides ambulatory and hospital health services; and,

WHEREAS, the System requires the following services: Search firm services to find and recruit candidates for various high level positions for the Health System ("Services") and

WHEREAS, the Contractor is willing and able to supply the Services on the terms and conditions provided and in consideration for the fees set forth herein; and;

NOW THEREFORE, in consideration of the premises and mutual undertakings herein set forth, the parties agree as follows:

I. SCOPE OF WORK

The Contractor agrees to perform the Services that are described in Exhibit A, Scope of Work.

II. TERM

This Contract shall commence on the date for which the Cook County Health and Hospitals System authorizes execution of the Contract. Upon the date authorized by the Cook County Health and Hospitals System, the Contractor shall commence the provision of Services for a term of twenty four (24) months. This Contract may be extended upon the mutual agreement of Contractor and the Cook County Health and Hospitals System Board ("System Board").

III. COMPENSATION AND PAYMENT

Compensation and Payment shall be made as set forth in Exhibit B, Payment Terms.

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, entitled General Conditions Supply Service Sole Source.

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V. EXHIBITS

The Contract incorporates the following Exhibits attached hereto:

Exhibit A, Scope of Work; and
Exhibit B, Payment Terms.

VI. ORDER OF PRECEDENCE

In the event that there is a conflict between or among any of the terms and conditions of any of the documents described below (which are collectively referred to herein as the "Contract"), the order of precedence to be used in interpreting the documents, from highest to lowest in priority and precedence, shall be as follows:

- (1) Part I; Contract;
- (2) Part II, General Conditions;
- (3) Exhibit A, Statement of Work; and
- (4) Exhibit B, Payment Terms;
- (5) Cook County Certification and Execution Forms.

END OF PART I

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EXHIBIT A

SCOPE OF WORK

I EXECUTIVE SUMMARY:

The Cook County Health and Hospitals System (CCHHS) is in need of external expertise in the area of executive recruitment to assist with the successful filling of senior and other hard to recruit positions across the System over the course of the next twenty-four (24) month period. David Gomez & Associates, Inc. (DG&A) is a national search firm headquartered in Chicago, with clients spanning multiple industries. In business for over thirty years, DG&A will bring an inclusive proprietary database and expert sourcing and research strategies to each search assignment that might be offered to them by CCHHS, in order to assist with the recruitment of accomplished candidates for key and/or hard to fill positions across the System.

II SERVICES:

An overview of the scope of work to be performed by DG&A ("Contractor"), deliverables and anticipated project schedule follows:

For each assignment, we generate a new pool of prospective candidates specifically appropriate to that search. Drawing on the vast resources of our entire firm, we ensure that each candidate pool represents an extensive group of diverse, highly qualified individuals with the credentials and personal qualities that the search committee is seeking. We are adept at finding accomplished candidates who are articulate, visionary, innovative and ethical. We focus on sourcing candidates who can effectively drive progress in an environment that is adverse to change.

A. Needs Assessment

Initial Consultation

Each project begins with a kickoff meeting that includes the Board/Search Committee, DG&A Principal, and DG&A Project Lead. This step in the process consists of spending time onsite with our clients to build the framework for a successful search through conducting a thorough needs analysis:

- Institution's operations and objectives
- Institution's culture
- Technical requirement of the role
 - Define dimensions for job success
 - Experiences
 - Competencies
 - Knowledge
 - Personal Characteristics
 - Thorough Candidate Pipeline

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Throughout the process, we find it vital to hold weekly/biweekly meetings with the Search Committee Members to discuss the status, candidate pipeline, changes and any market intelligence gathered.

B. Strategy

Creating Strategy:

Role Description

- We take the information gathered through the kick-off meeting and draft a role description and candidate profile.
- The role description describes in detail the company, the role, responsibilities, goals and key challenges of the position.

Recruiting Materials

- Once the role description has been developed, DG&A will work to ensure that we have a "Career Opportunity Announcement" packet distributed to all qualified applicants seeking selection for the position.
- The packet will include a position profile describing the job, community, and priorities set forth by the Board.

Application Process

- If required, DG&A will develop an application packet that will be distributed to qualified applicants. This will ensure all applicants go through the same consistent process.

Target List

- The target list is based on client input, competition and our industry knowledge. In addition, we establish a network by utilizing our database and key industry contacts for referrals.

C. Identifying Potential Candidates

Channels of Sourcing:

- *National Advertisement Placement:* We will work with the CCHHS's HR office, DG&A will make recommendations about the strategic placement in top periodicals and websites.
- *Cold Calling:* Contacting "passive" individuals with demonstrated leadership capabilities; seeking people within Local, County, State, Federal government health institutions, and government agencies. Our goal at DG&A is to tap into the government health network and pull officials with a relevant number of years in leadership roles.

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- *Proprietary Database Search:* DG&A will utilize its search database in order to circulate the position description through its networks.
- *Government Agencies and Professional Organizations:* DG&A will contact the relevant government agencies and professional organizations through postings and e-mails to identify potential candidates among their membership.

D. Candidate Screening

Preliminary Interviews

As potential candidates are identified we have a two part process:

- We conduct detailed traditional interviews to evaluate their overall qualifications including the defined dimensions for job success (experiences, competencies, knowledge, and personal characteristics).
- We conduct behavior-based interviews to evaluate desirable/undesirable behaviors and outcomes.

Presenting Candidates

After completing our own interviews, we provide a detailed Candidate Summary along with the results of our work and recommend a "long-list" of candidates for our client to invite for interviews. The summaries will include our assessment of each candidate's fit against the specifications, as well as their current compensation and salary expectations.

A. Reference Checks

DG&A believes that a pre-employment reference check is a critical step to ensure that the prospect you want to hire is worth the investment. People sometimes interview well but have a record of not actually performing as well as they have led on to believe. Therefore, it is important to check out any areas of doubt or uncertainty.

Often reference checks will dispel these. Reference checks are also a form of insurance. Therefore, all candidates that are selected by DG&A and the search committee as "finalists" will be asked to provide working relationship references and personal references. DG&A is responsible for completing the review of the candidates' references in a timely manner and any subsequent reference work should it be necessary.

Background Checks

DG&A will work with International Investigative Services to conduct detailed background checks. The services they provide include:

- social security trace
- education verification
- employment verification
- criminal county search (per county)

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- civil search
- motor vehicle report
- criminal federal district court (nationwide)
- civil federal court search (nationwide)
- National Criminal Data Base search

Conducting the right screening will reduce risk, reduce turnover and allow the ability to make consistent, sound hiring decisions.

Specific addenda to this main contract will be issued for each individual search project that is assigned and accepted to the Contractor, setting out any position specific terms, conditions, and schedule for that search. There is no limit under this main contract on the number of individual search addenda that might be executed during the term of the contract. The Contractor may decline a search project if the Contractor feels that it does not have the expertise to successfully complete the particular assignment.

III. CONTACT INFORMATION

The principal contact for the CCHHS will be the Chief Executive Officer, or his designee, with the System offices being located at 1900 West Polk Street, Suite 220, Chicago, IL, 60612.

The principal contact for the Contractor will be David P. Gomez, President & CEO, with offices being located at 20 North Clark Street, Suite 2900, Chicago, IL 60602.

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EXHIBIT B

PAYMENT TERMS

Each search project that is assigned and accepted will have specific terms, conditions, and schedules, all of which will be covered within separately executed Addenda to this main contract.

Unless specifically addressed within each Addendum, the general professional fee for each search is on a non-contingent basis and will not exceed 25% of the first year's cash compensation for the position the Contractor is engaged to assist with. For fee calculation purposes, cash compensation includes base salary, sign-up, and/or incentive bonus payments for the first year of employment.

In addition to the professional fees, the Contractor will be reimbursed for client-approved expenses incurred during the course of a search assignment, such as direct overhead (national advertisements or brochures, formal assessment tests conducted on finalists, and candidate interview travel)

Professional Fee billing schedule will be as follows:

1/3 of the estimated fee will be paid upon execution of any individual search Addenda

1/3 of the estimated fee will be due 45 days after initiation of the engagement

1/3 of the estimated fee will be due 10 days after the candidate's acceptance of offer and mutual agreement of start date

Any pre-approved expenses will be included in the above listed billings.

If an individual search assignment is canceled before completion, the CCHHS will be responsible only for the professional fees billed to date plus actual expenses.

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GENERAL CONDITIONS
SUPPLY/SERVICE
SOLE SOURCE

CONTENTS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS	3
GC-02 PERSONNEL	4
GC-03 INSURANCE	4
GC-04 INSPECTION AND RESPONSIBILITY	4
GC-05 INDEMNIFICATION	5
GC-06 PAYMENT	5
GC-07 PREPAID FEES	5
GC-08 TAXES	5
GC-09 PRICE REDUCTION	6
GC-10 CONTRACTOR CREDITS	6
GC-11 DISPUTES	6
GC-12 DEFAULT	7
GC-13 COUNTY REMEDIES	7
GC-14 CONTRACTOR REMEDIES	7
GC-15 DELAYS	8
GC-16 MODIFICATIONS AND AMENDMENTS	8
GC-17 PATENTS, COPYRIGHTS AND LICENSES	8/9
GC-18 COMPLIANCE WITH THE LAWS	9
GC-19 MINORITY AND WOMEN BUSINESS INTERPRISE	9/11
GC-20 MATERIAL DATA SAFETY SHEET	11
GC-21 CONDUCT OF THE CONTRACTOR	11
GC-22 ACCIDENT REPORTS	11
GC-23 USE OF THE COUNTY PREMISES	12
GC-24 GENERAL NOTICE	12
GC-25 TERMINATION OF CONVENIENCE AND SUSPENSION OF CONTRACT	12
GC-26 GUARANTEES AND WARRANTIES	13

DRAFT

GC-27 STANDARD OF DELIVERABLES	13
GC-28 DELIVERY	13
GC-29 QUANTITIES	14
GC-30 CONTRACT INTERPRETATION	14
GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS	14/15
GC-32 AUDIT	15
GC-33 GOVERNING LAW	16
GC-34 WAIVER	16
GC-35 ENTIRE CONTRACT	16
GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS	17
GC-37 INDEPENDENT CONTRACTOR STATUS: NO THIRD PARTY BENEFICIARIES	17

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GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Purchasing Agent, which approval shall be granted or withheld at the sole discretion of the Purchasing Agent. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Purchasing Agent. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Purchasing Agent the any and all subcontractors it intends to use in the performance of the Contract. The Purchasing Agent shall have the right to disapprove any subcontractor. Identification of subcontractors to the Purchasing Agent shall be in addition to any communications with County offices other than the Purchasing Agent. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Purchasing Agent upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

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GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

GC-03 INSURANCE

Contractor shall purchase and maintain at all times during the term of this Contract insurance coverage which is satisfactory to the County and will satisfactorily insure the Contractor against claims and liabilities which arise or could arise because of the performance or nonperformance of the Contract. All insurance required hereunder shall meet the requirements of the County's Department of Risk Management and shall name the County as an additional insured unless such designation is unavailable due to commercial practices in the insurance industry as to a particular type of coverage. With the exception of certificates required to be submitted with the Proposal, Contractor shall deliver to the County satisfactory certificates evidencing compliance with this insurance provision prior to commencing performance under the Contract.

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Purchasing Agent and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

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GC-05 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-06 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GC-07 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-08 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

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GC-09 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

GC-10 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

GC-11 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Purchasing Agent. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Purchasing Agent. Upon request of the Purchasing Agent, the party complained against shall respond to the complaint in writing within five days of such request. The Purchasing Agent will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. The decision of the Purchasing Agent will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Purchasing Agent indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Purchasing Agent of a dispute. No inference shall be drawn from the absence of a decision by the Purchasing Agent. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

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GC-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

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GC-15 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

GC-16 MODIFICATIONS AND AMENDMENTS

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. Modifications and amendments which individually or cumulatively result in additional cost of \$1,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall not be deemed as authorized without the approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$1,000.00 or which do not extend the term of the Contract by more than thirty (30) days may only be made with the written approval of the Purchasing Agent.

Subject to the foregoing, the Director of the Using Department may, by written order, make changes with respect to the dates of delivery and places of performance of the Contract, provided that any such changes shall not increase the Contract price or the time required for Contract performance.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section GC-16, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Purchasing Agent. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

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GC-17 PATENTS, COPYRIGHTS AND LICENSES (CON'T.)

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

GC-18 COMPLIANCE WITH THE LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE DIVISION 6, SECTION 34-275 - 34-285

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five (35%) of the annual total dollar amount of professional and consulting service contracts and sole source agreements to certified MBEs and WBEs.

B. A contractor may achieve the contract MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protege Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the contractor's business; or by a combination of the foregoing.

C. A contractor's failure to carry out its MBE/WBE commitments in the course of a contractor's performance shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedy authorized by the Ordinance as the County deems appropriate.

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II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance: (a) a contractor for professional and consulting service contracts shall submit items A, B and C listed below; and (b) a contractor for sole source agreements, shall submit items A and B listed below. All documentation submitted by a contractor shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required in accordance with these general conditions shall be cause to consider the contractor's proposal non-responsive and be rejected.

A. Affirmative Action Plan

Each contractor shall submit with its proposal, a copy of its current internal affirmative action plan. If contractor has no internal affirmative action plan, contractor shall submit a statement stating why contractor has no such plan. In lieu of an internal affirmative action plan, a contractor may submit a copy of its current Letter of Compliance for the United States Department of Labor, Office of Federal Contract Compliance Programs.

B. Contractor's MBE/WBE Efforts Documentation

Each contractor shall submit with its proposal, supporting documentation which evidences efforts the contractor has taken in attempting to achieve the County's "best efforts" MBE/WBE participation goals.

C. Contractor's Statement - Use of MBE/WBE Professionals

Each contractor shall submit with its proposal, a statement which discloses how the contractor intends to maximize the use of its MBE/WBE professionals in the course of performing the contract.

III. NON-COMPLIANCE

If the County of Cook determines that the contractor has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD-KEEPING REQUIREMENTS

The contractor shall comply with the reporting and record-keeping requirements as may be established by the Contract Compliance Administrator. Upon award of a contract, contractor is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

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V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

Contractor shall provide the Purchasing Agent and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

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GC-23 USE OF COUNTY PREMISES AND RESOURCES

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

GC-24 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

COOK COUNTY PURCHASING AGENT
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number in all notices)

TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Purchasing Agent in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-25 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Purchasing Agent.

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GC-26 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

DRAFT**GC-29 QUANTITIES**

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Purchasing Agent.

GC-30 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal.

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

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GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS (CON'T.)

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

GC-32 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

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GC-32 AUDIT; EXAMINATION OF RECORDS

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that

are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-33 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-34 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-35 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

DRAFT**GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS**

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

END OF SECTION

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INDEX

ECONOMIC DISCLOSURE STATEMENT

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
1	WBE/MBE UTILIZATION PLAN	EDS-1/2
2	LETTER OF INTENT (FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT) FORMAT SAMPLE	EDS-3/4
3	PETITION FOR REDUCTION/WAIVER OF MBE/WBE PARTICIPATION GOALS	EDS-5/6
4	CONTRACTOR CERTIFICATIONS	EDS-7-13
5	ACKNOWLEDGEMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE	EDS-14/15
6	SOLE PROPRIETOR, SIGNATURE PAGE	EDS-16/17/18
7	PARTNERSHIP, SIGNATURE PAGE	EDS-19/20/21
8	CORPORATION, SIGNATURE PAGE	EDS-22/23/24
9	PROPOSAL ACCEPTANCE, COOK COUNTY	EDS-25

DRAFT

MBE/WBE UTILIZATION PLAN
Section I

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER'S/PROPOSER'S MBE/WBE STATUS: (check the appropriate line)

- ☒ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)
- ☐ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letters of Certification, a copy of Joint-Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance.)
- ☐ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the work of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms

MBEs/WBEs will perform as subcontractors/suppliers/consultants include the following:

1. Name of MBE/WBE: _____
 Address: _____
 e-mail: _____
 Contact Person: _____ Phone: _____
 Dollar Amount Participation: \$ _____
 Percent Amount of Participation: _____
 *Letter of Intent attached? Yes _____ No _____
2. Name of MBE/WBE: _____
 Address: _____
 e-mail: _____
 Contact Person: _____ Phone: _____
 Dollar Amount Participation: \$ _____
 Percent Amount of Participation: _____
 *Letter of Intent attached? Yes _____ No _____

Attach additional sheets as needed.

* All Letters of Intent and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.

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III. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the Direct Participation. If the MBE/WBE goals have not been met through Direct Participation, Bidder/Proposer shall demonstrate that the proposed MBE/WBE Direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBEs/WBEs will perform as subcontractors/suppliers/consultants include the following:

1. Name of MBE/WBE: _____
 Address: _____
 e-mail: _____
 Contact Person: _____ Phone: _____
 Dollar Amount of indirect Participation \$ _____
 Percent Amount of indirect Participation: _____
 *Letter of Intent attached? Yes _____ No _____

2. Name of MBE/WBE: _____
 Address: _____
 e-mail: _____
 Contact Person: _____ Phone: _____
 Dollar Amount of indirect Participation \$ _____
 Percent Amount of indirect Participation: _____
 *Letter of Intent attached? Yes _____ No _____

Attach additional sheets as needed.

* All Letters of Intent and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.

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**COOK COUNTY LETTER OF INTENT
(Section 2)**

FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: _____ / _____

From: _____
(MBE/WBE Firm)

To: _____ and the County of Cook
(Bidder/Proposer Firm)

The undersigned is prepared to provide the following services, supplies and project in connection with the above named contract:

Each service performed and /or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. All services performed and/or supplies provided must be directly related to this specific Cook County contract and must not include any services/supplies related to any other government contract.

<u>Description of Service/Supply/Project</u>	<u>Fee/Cost</u>
1. _____	\$ _____ %
2. _____	\$ _____ %
3. _____	\$ _____ %
4. _____	\$ _____ %
Total: \$ _____ %	

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I _____ (print name)
the _____ (title) and duly authorized representative
of the _____ (MBE/WBE firm) affirm that
the foregoing information is true and correct and the services, supplies, and/or
project indicated above will be supplies/performed for the above indicated total
dollar amount \$ _____ which represents the above indicated total
percentage _____ % for the contract amount \$ _____.

(Signature of affiant)

(Date)

Subscribed and sworn to before me this _____ day of _____, 200__.

(Notary's Signature)

(Notary Seal)

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COOK COUNTY LETTER OF INTENT

Upon Penalty of perjury, _____ (print name)
 the _____ (title) and duly authorized
 representative of the _____ (Bidder Proposer firm)
 affirm that the foregoing information is true and correct and the services,
 supplies, and/or project indicated above will be supplies/performed for the
 above indicated total dollar amount \$ _____ which represents the
 above indicated total percentage _____ % for the contract amount
 \$ _____.

(Signature of affiant)_____/_____/_____
(Date)

Subscribed and sworn to before me this ____ day of _____, 200__.

(Notary's Signature)_____
(Notary Seal)

Revised: 3/4/08

EDS-4

3.138

DRAFT

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION
(SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

- ☐ FULL MBE WAIVER
- ☐ FULL WBE WAIVER
- ☐ REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
- _____ % of Reduction for MBE Participation
- _____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- ☐ (1) lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract (please explain)
- ☐ (2) the specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation (please explain)
- ☐ (3) price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid (please explain)
- ☐ (4) there are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms (please explain)

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C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- ☐ (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation (please attach)
- ☐ (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business (please attach)
- ☐ (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services (please attach)
- ☐ (4) Use the services and assistance of the Office of Contract Compliance Staff (please explain)
- ☐ (5) Engaged MBEs & WBEs for indirect participation (please explain)

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

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CONTRACTOR CERTIFICATIONS
(SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND COOK COUNTY ORDINANCES. CONTRACTOR IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO EXECUTION OF THIS CONTRACT. EXECUTION OF THE CONTRACT SHALL CONSTITUTE EXECUTION OF THESE CERTIFICATIONS AND SHALL ALSO CONSTITUTE A WARRANTY BY CONTRACTOR THAT ALL THE STATEMENTS SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE AND CORRECT STATEMENTS. CONTRACTOR IS HEREBY NOTIFIED THAT FAILURE TO EXECUTE THESE CERTIFICATIONS SHALL RESULT IN DISQUALIFICATION FROM ELIGIBILITY FOR THE AWARD OF THIS CONTRACT. CONTRACTOR IS FURTHER NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THE CONTRACT SHALL BE SUBJECT TO TERMINATION.

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION. No person or business entity shall be awarded a contract or sub-contract, for a period of two (2) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal if that person or business entity,

- (a) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity.
- (b) Has been convicted by federal, state or local government of an act committed, of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 et seq.
- (c) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government.
- (d) Has been convicted of an act committed, by federal, state or local government of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1 et seq.
- (e) Has been convicted of price-fixing or attempting to fix prices under the laws of federal, state or local government.
- (f) Has been convicted of defrauding or attempting to defraud any state, federal, local government or school district in the State of Illinois.
- (g) Has made an admission of guilt of such conduct as set forth in subsections (a) through (f) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to.
- (h) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government.
- (i) Has, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property.
- (j) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses.
- (k) Has, within a two-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default.
- (l) Has, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the County or by the federal government, any state, or any other unit of local government.

EDS-7

3-138

DRAFT

- (m) Has entered a plea of nolo contendere to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (a) through (i) above.

THE UNDERSIGNED HEREBY CERTIFIES THAT:

(1) the entity on whose behalf this certification is submitted has not been convicted, or entered a plea of nolo contendere, or made an admission of guilt to any act described in Chapter 10, Section 10-7.1. (a) through (m) of the Ordinances and Resolutions of the County of Cook;

(2) the owner, partner or shareholder who controls, directly or indirectly, twenty percent (20%) or more of the business entity has not been convicted or entered a plea of nolo contendere or made an admission of guilt to any act described in Chapter 10, Section 10-7.1. (a) through (m);

(3) it does not employ as an officer, any individual who was an officer of another business entity at the time the latter business entity committed a disqualifying act described in Chapter 10, Section 10-7.1. (a) through (m);

(4) it does not have an owner who controls, directly or indirectly, twenty percent (20%) or more of the business who was an owner who, directly or indirectly, controlled twenty percent (20%) or more of a business entity at the time the latter committed a disqualifying act described in Chapter 10, Section 10-7.1. (a) through (m).

2. BID-RIGGING OR BID ROTATING.

In accordance with Public Act 85-1295 (as amended by Public Act 86-1501 Section 33B-11 (Illinois Compiled Statutes, 720ILCS 5/33 B-11).

- 2.1 Neither the Contracting Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

2.2 BUSINESS RELATIONSHIPS WITH COOK COUNTY ELECTED OFFICIALS

Has the Contracting Party had a "business relationship" with any County elected official in the 12 months before the date these Execution Forms were signed?

☐ Yes ☒ No

If yes, please identify below the name(s) of such County elected officials and describe such relationship(s):

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Name: _____ Relationship: _____

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is not barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

In accordance with Public Act 86-1459 (Illinois Compiled Statutes, 30 ILCS 580/2-11).

THE UNDERSIGNED HEREBY CERTIFIES THAT: it will provide a drug free workplace as per the requirements of Public Act 86-1459.

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D. COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

Cook County Ordinance Chapter 10, Section 10-6.1 provides that no person or business entity shall be awarded a contract or subcontract for goods or services with the County of Cook that is delinquent in the payment of any tax (including real estate tax) or fee administered by the County of Cook.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is not delinquent in the payment of any tax or fee administered by the County of Cook (including real estate tax) unless such tax is being contested in accordance with the procedures established by County Ordinance.

E. COOK COUNTY HUMAN RIGHTS ORDINANCE (adopted March 16, 1993)

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in compliance with these policies and it is in agreement to abide by such policies as a part of its contractual obligations.

F. ILLINOIS HUMAN RIGHTS ACT

In accordance with Public Act 81-1216 (Amended by P.A. 87-1257) (Illinois Compiled Statute, 775 ILCS 5/2-105).

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in compliance with the Act and is in agreement to abide by the requirements of the Act as part of its contractual obligations.

G. COOK COUNTY MACBRIDE ORDINANCE (adopted May 16, 1995)

Cook County MacBride Ordinance provides that if the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, it is hereby required that the contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in full compliance with the provisions of this Ordinance and is in agreement to abide by the requirements of the MacBride Principles for Northern Ireland as part of its contractual obligations.

DRAFT

M. LOCAL BUSINESS PREFERENCE (adopted March 5, 1997)

The Purchasing Agent shall, in the purchase of all supplies, services and construction by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than two percent (2%).

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

- 1.) Is bidder/proposer a "Local Business" as defined above?
Yes: ☒ No: ☐
- 2.) How many persons are currently employed on a full-time basis by bidder/proposer? 11
- 3.) Did the bidder/proposer have a bona fide establishment at transacting business within Cook County on the date this bid was advertised?

Yes: ☒ No: ☐

If yes, list such bidder/proposer business addresses:

20 North Clark, Suite 2900
Chicago, IL 60602

- 4.) Does bidder/proposer have locations at which it transacts business outside the County of Cook? Yes: ☐ No: ☒

If yes, list such bidder/proposer business addresses:

(Attach Additional Sheets if Necessary)

- 5.) How many of bidder/proposer's current full-time employees work at locations within the County of Cook? 11

THE UNDERSIGNED HEREBY CERTIFIES THAT: he/she has personal knowledge of the information provided above and that the information provided is correct.

N. LIVING WAGE ORDINANCE (adopted September 15, 1998 effective December 1, 1998)

The Cook County Living Wage Ordinance mandates that a base wage of \$9.63 per hour be paid to individuals employed under contracts between Cook County and any person or entity awarded a Contract by Cook County or the subcontractor of any such person or entity.

DRAFT

"Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "contract" as used in this ordinance specifically excludes contracts with the following:

- 1.) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2.) Community Development Block Grants;
- 3.) President's Office of Employment Training;
- 4.) Sheriff's Work Alternative Program; and
- 5.) Department of Correction inmates.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in compliance with this Ordinance and agrees to abide by the requirements of this Ordinance as part of its contractual obligations.

J. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (adopted November 18, 1997)

Effective July 1, 1998 every Applicant for a County Privilege shall be in full compliance with any Child Support Order before such Applicant is entitled to receive or renew a County Privilege. When Delinquent Child Support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease, permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$25,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

In this regard, please provide the name and social security number of each Substantial Owner of the business entity, the name of which appears on the execution page.

If the Contracting Party is unable to certify to any of the above statements in this part, Vendor Certifications, the Contracting Party must explain below:

If the letters, "NA", the word "None" or no response appears above, it will conclusively presumed that the Contracting Party certified to the above statements.

DRAFT



Cook County Affidavit of Child Support Obligations

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to exercise or renew a County Privilege. When Delinquent Child Support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealer licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gas licenses; and property licenses or lease, permit, including but not limited to building permits, zoning permits or approvals, environmental certificates, County HOME Loans; and contracts exceeding the value of \$10,000.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is issued. Signature of this form constitutes a certification that the information provided below is correct and complete, and that the individual(s) signing this form have personal knowledge of such information.

Privilege Information

County Privilege: Contract exceeding \$10,000

County Department: Health and Hospitals System

Applicant Information

Last Name: Gomez

First Name: David

MI: P.

SSN (last four digits): 1184

Date of Birth: 2/20/19

Street Address: 6001 Sedgley Ct.

City: Ch. Burr Ridge

State: IL

Zip: 60527

Home Phone #: (630) 323-7762

Driver's License #: G520-1755-2051

Child Support Obligation Information

The undersigned applicant, being duly sworn on oath or affirmation hereby states that, to the best of my knowledge: (place an "X" next to "A", "B", "C", or "D")

- ☒ A. The applicant has no judicially or administratively ordered child support obligations.
- ☐ B. The applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- ☐ C. The applicant is delinquent in paying judicially or administratively ordered child support obligations.
- ☐ D. The applicant is not a substantial owner as defined above.

The undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: [Signature]

Date: 2/23/09

Subscribed and sworn to before me this

20th day of February, 2009

[Signature] Notary Public

Note: The above document is not valid unless signed prior to the award of the contract.



EDS-12

DRAFT

SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDSName: Adam DelgadoBusiness: International Investigative ServicesRelationship to Contractor: Subcontractor: Background Checks(Subcontractor, Attorney or Lobbyist, etc., please indicate fees to be paid or to be retained or anticipated).Fees: See Cost Proposal Tab H

DRAFT

ACKNOWLEDGMENTS, CONTRACT INCORPORATION,
COMPLIANCE, PENALTIES, DISCLOSURE
 (SECTION 5)

The Contracting Party understands and agrees that:

- A. By completing and filing this, the Contracting Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the County may investigate the creditworthiness of some or all of the persons or entities named in this EDS.
- B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the County in connection with the Matter, whether procurement, County assistance, or other County action, and are material inducements to the County's execution of any contractor taking other action with respect to the Matter. The Contracting Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- C. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312)603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Contracting Party must comply fully with the applicable ordinances.
- D. If the County determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the County may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Contracting Party's participation in the Matter and/or declining to allow the Contracting Party to participate in other transactions with the County. Remedies at law for a false statement of material fact may include incarceration and an award to the County of treble damages.
- E. It is the County's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Contracting Party waives and releases any possible rights or claims which it may have against the County in connection with the public release of information contained in this EDS and also authorizes the County to verify the accuracy of any information submitted in this EDS.
- F. The information provided in this EDS must be kept current. In the event of changes, the Contracting Party must supplement this EDS up to the time the County takes action on the Matter. If the Matter is a contract being handled by the Office of the Purchasing Agent, the contracting Party must update this EDS as the contract requires.

The Contracting Party represents and warrants that:

- G. The Contracting Party has not withheld or reserved any disclosures as to economic interests in the Contracting Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County agency action.

DRAFT

CERTIFICATION

Under penalty of perjury, the person signing below warrants that he/she is authorized to execute this EDS on behalf of the Contracting Party and warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the County.

David Gomez and Associates, Inc.

Print or type name of Contracting Party

By: David P. Gomez

Erika Lobatos

Print or type name of person signing

Legal Assistant

Print or type title of person signing

2/23/09

Date

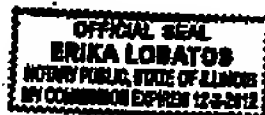
Signed and sworn to before me this 23rd day of February, 2009

Erika Lobatos

Notary Public Signature

Notary Seal

Commission Expires: 12/2/2012



DRAFT

EXECUTION BY A SOLE PROPRIETOR
(SECTION 5)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agrees that execution of this Bid Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FEIN/SSN: _____

FAX NUMBER: _____

* COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:

PERMANENT INDEX NUMBER(S): _____

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE
 (ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

**COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: X _____

Date: _____

Subscribed and Sworn to

before me this _____ day

of _____, 200_____.

My commission expires:

X _____
 Notary Public Signature

 Notary Seal

* REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

** If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 405/1.
 EDS-16

3.138

DRAFT

EXECUTION BY A SOLE PROPRIETOR
(SECTION 6)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agrees that execution of this Bid Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FEIN/SSN: _____

FAX NUMBER: _____

* COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:

PERMANENT INDEX NUMBER(S): _____

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE
 (ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

**COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: X _____

Date: _____

Subscribed and Sworn to

before me this _____ day

of _____, 200____.

My commission expires:

X _____
 Notary Public Signature

 Notary Seal

* REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

** If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 405/1.
 EDS-17

3.138

DRAFT

EXECUTION BY A SOLE PROPRIETOR
(SECTION 6)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agrees that execution of this Bid Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FEIN/SSN: _____

FAX NUMBER: _____

* COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:

PERMANENT INDEX NUMBER(S): _____

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE
 (ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

**COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: X _____

Date : _____

Subscribed and Sworn to

before me this _____ day

of _____, 200__.

My commission expires:

X _____
 Notary Public Signature

 Notary Seal

* REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

** If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 405/1.

DRAFT

EXECUTION BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agrees that execution of this Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FBIN/SSN: _____

CONTACT PERSON: _____ FAX NUMBER: _____

COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:

PERMANENT INDEX NUMBER(S): _____

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE. ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS.

**COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*** BY: X _____ Date: _____

Subscribed and Sworn to
before me this _____ day
of _____, 200 _____.

My commission expires: _____

X _____
Notary Public Signature

Notary Seal

* REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

** If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 403/1.

*** Attach hereto a partnership resolution or other document authorizing execution of this Bid Proposal on behalf of the Partnership.

EDS-19

3.138

DRAFT

EXECUTION BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agrees that execution of this Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FEIN/SSN: _____

CONTACT PERSON: _____ FAX NUMBER: _____

COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:

PERMANENT INDEX NUMBER(S): _____

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE. ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS.

**COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*** BY: X _____ Date: _____

Subscribed and Sworn to
before me this _____ day
of _____, 200____.

My commission expires: _____

X _____
Notary Public Signature

Notary Seal

* REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

** If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 405/1.

*** Attach hereto a partnership resolution or other document authorizing execution of this Bid Proposal on behalf of the Partnership.

DRAFT

EXECUTION BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agree that execution of this Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FEIN/SSN: _____

CONTACT PERSON: _____ FAX NUMBER: _____

COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:

PERMANENT INDEX NUMBER(S): _____

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE. ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS.

**COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*** BY: X _____ Date: _____

Subscribed and Sworn to
 before me this _____ day
 of _____, 200____.

My commission expires: _____

X _____
 Notary Public Signature

 Notary Seal

- * REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.
- ** If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 405/1.
- *** Attach hereto a partnership resolution or other document authorizing execution of this Bid Proposal on behalf of the Partnership.

DRAFT

EXECUTION BY A CORPORATION
(Section 8)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agrees that execution of this Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FAX: _____ *IL CORPORATE FILE NUMBER: _____

** COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY.

PERMANENT INDEX NUMBER(S): _____

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE. ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

LIST ALL CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

***SIGNATURE OF PRESIDENT: X _____

ATTEST: X _____ (CORPORATE SECRETARY)

Subscribed and Sworn to before me this _____ day
of _____, 200____. My commission expires:

X _____
Notary Public Signature

Notary Seal

- * If the corporation is not registered in the State of Illinois, a copy of your certificate of good standing from the State in which you are incorporated, is to be submitted with your Bid Proposal.
- ** Required per COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.
- *** In the event that this Bid Proposal is executed by someone other than the President and Secretary, attach hereto a certified copy of the corporate by-laws or other authorization by the corporation which authorizes such persons to execute this Bid Proposal on behalf of the corporation.

DRAFT

EXECUTION BY A CORPORATION
(Section 8)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number 09-50-1002P and Addenda Number(s) 09-50-1002P (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agrees that execution of this Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: David Gomez and Associates, Inc.

BUSINESS ADDRESS: 20 North Clark, Suite 2900

BUSINESS TELEPHONE: (312) 279-2010 FAX NUMBER: (312) 279-2077

CONTACT PERSON: David P. Gomez

FIRM: 36-2973466 *IL CORPORATE FIRM NUMBER: _____

** COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY.
PERMANENT INDEX NUMBER(S): _____

None

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE. ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

LIST ALL CORPORATE OFFICERS:

PRESIDENT: David P. Gomez VICE PRESIDENT: Peter Gomez

SECRETARY: none TREASURER: John West

***SIGNATURE OF PRESIDENT: X [Signature]

ATTEST: X none (CORPORATE SECRETARY)

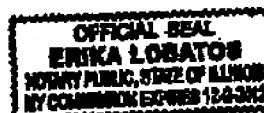
Subscribed and Sworn to before me this 20th day

of February, 2009. My commission expires: _____

X [Signature] 12/2/2010

Notary Public Signature

Notary Seal



- * If the corporation is not registered in the State of Illinois, a copy of your certificate of good standing from the State in which you are incorporated, is to be submitted with your Bid Proposal.
- ** Required per COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.
- *** In the event that this Bid Proposal is executed by someone other than the President and Secretary, attach hereto a certified copy of the corporate by-laws or other authorization by the corporation which authorizes such persons to execute this Bid Proposal on behalf of the corporation.

DRAFT

EXECUTION BY A CORPORATION
(Section 8)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agrees that execution of this Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FED: _____ *IL CORPORATE FILE NUMBER: _____

** COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY.

PERMANENT INDEX NUMBER(S): _____

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE. ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

LIST ALL CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

***SIGNATURE OF PRESIDENT: X _____

ATTEST: X _____ (CORPORATE SECRETARY)

Subscribed and Sworn to before me this _____ day
of _____, 200____. My commission expires:

X _____
Notary Public Signature Notary Seal

* If the corporation is not registered in the State of Illinois, a copy of your certificate of good standing from the State in which you are incorporated, is to be submitted with your Bid Proposal.

** Required per COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

*** In the event that this Bid Proposal is executed by someone other than the President and Secretary, attach hereto a certified copy of the corporate by-laws or other authorization by the corporation which authorizes such persons to execute this Bid Proposal on behalf of the corporation.

DRAFT

PROPOSAL ACCEPTANCE
(SECTION 9)

The undersigned on behalf of the County of Cook, a body politic and corporate of the State of Illinois, hereby accept the foregoing Bid Proposal as identified in the Contract Documents for Contract Number _____.

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ _____
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

DATED AT CHICAGO, ILLINOIS THIS _____ DAY

OF _____, 200 _____.

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

COOK COUNTY PURCHASING AGENT

COOK COUNTY COMPTROLLER

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY

EDS-25

3.138

Cook County Health and Hospitals System
Report of the Meeting of the Board of Directors
April 24, 2009

ATTACHMENT #4

April 24, 2009 Board Meeting Agenda Item #9

Contract Synopsis

Vendor: Integrated Clinical Solutions

At the CCHHS Board's direction, a process of information gathering and interviews have been conducted with a number of consulting firms in order to seek out appropriate and vital assistance with the Board's Strategic Planning efforts. The firms that had participated were Booz and Company, Boston Consulting Group, and Integrated Clinical Solutions.

Following this process which included the co-chairs of the Board's Ad Hoc Strategic Planning Work Group (Directors Greenspan and Golden), Mr. Foley and other System Executives, it was the consensus of the group that Integrated Clinical Solutions (ICS) would best fit the needs of the CCHHS.

A contract has been drafted and negotiated with the following terms:

The contract will commence upon approval of the Board and will be for a period of six (6) months.

ICS will provide some very specific services including

- Kick-off and Board Retreat
- Assessment of internal and external environments (identifying critical issues and options) which will include 8-10 Town Hall meetings
- Development with Leadership of a vision, core goals, and overall strategic direction
- Development of a 3-year forecast as part of a financing plan
- And finally translation of the preferred strategic direction into a step-wise action plan.

Cost and terms of the contract have been negotiated to be

*Completion of Strategic Plan (excluding Phase IV, Financial Plan) will not exceed \$320,000.

*Completion of Phase IV, Financial Plan will not exceed \$123,000.

*Direct expenses, including travel, databases, and similar expenses will be billed in addition to the professional fees and will not exceed 10% of the total professional fees, or \$43,300 for this engagement.

*Total cost of the contract will not exceed **\$486,300**.

Contractor will bill both professional fees and direct fees on a monthly basis, submitting detailed invoices that include actual profession hours expended (and by which members of the Contractor's team), copies of all receipts for direct expenses, etc.

The contract complies with all necessary Cook County requirements, has been reviewed and approved by the States Attorney's Office, and reviewed by the County Purchasing Agent's Office and County Contract Compliance.

Funds for this contract are included in the FY 2009 Budget within budget unit 890.

APPROVED

APR 24 2009

BY BOARD OF
DIRECTORS OF THE COOK COUNTY
HEALTH AND HOSPITALS SYSTEM

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PART I

**CONTRACT FOR SERVICE BETWEEN
THE COUNTY OF COOK/COOK COUNTY HEALTH AND HOSPITALS
SYSTEM AND
Integrated Clinical Solutions, Inc.**

This Contract is made and entered into by and between the County of Cook, Illinois, a body politic and corporate, ("County") through its Cook County Health and Hospitals System ("System"), and Integrated Clinical Solutions, Inc. ("Contractor"), with its principal place of business at 10 South Riverside Plaza Chicago, IL 60606.

WHEREAS, the System makes health care services available to persons who reside in Cook County, Illinois, regardless of their ability to pay, including the provision of health care to the indigent in a proficient and compassionate manner, and performs this function through the System which, through its health care delivery system, provides ambulatory and hospital health services; and,

WHEREAS, the System requires the following services: The Cook County Health and Hospitals System (CCHHS) Board of Directors is engaged in development of a multiyear strategic planning effort and is in need of highly skilled external resources to assist in the development of this Strategic Plan. ("Services") and

WHEREAS, the Contractor is willing and able to supply the Services on the terms and conditions provided and in consideration for the fees set forth herein; and;

NOW THEREFORE, in consideration of the premises and mutual undertakings herein set forth, the parties agree as follows:

I. SCOPE OF WORK

The Contractor agrees to perform the Services that are described in Exhibit A, Scope of Work.

II. TERM

This Contract shall commence on April 2009 and shall continue until October 2009. This Contract may be extended upon the mutual agreement of Contractor and the Cook County Health and Hospitals System Board ("System Board").

III. COMPENSATION AND PAYMENT

Compensation and Payment shall be made as set forth in Exhibit B, Payment Terms.

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, Sole Source.

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V. EXHIBITS

The Contract incorporates the following Exhibits attached hereto:

Exhibit A, Scope of Work; and
Exhibit B, Payment Terms.

VI. ORDER OF PRECEDENCE

In the event that there is a conflict between or among any of the terms and conditions of any of the documents described below (which are collectively referred to herein as the "Contract"), the order of precedence to be used in interpreting the documents, from highest to lowest in priority and precedence, shall be as follows:

- (1) Part I; Contract;
- (2) Part II, General Conditions;
- (3) Exhibit A, Statement of Work; and
- (4) Exhibit B, Payment Terms.

END OF PART I

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EXHIBIT A

SCOPE OF WORK

I. EXECUTIVE SUMMARY:

The Cook County Health and Hospitals System (CCHHS) Board of Directors is engaged in development of a multiyear strategic planning effort and is in need of highly skilled external resources to assist in the development of this Strategic Plan. As part of this effort the creation of a more economically self-sustaining clinical and business model is vital. CCHHS has determined that Integrated Clinical Solutions Inc., a national firm focused exclusively on assisting hospitals and healthcare systems, academic medical centers, physician groups, and other healthcare provider organizations in the development of strategic plans, clinical service line plans, and business/action plans for both on-campus and off-site project development, is the best resource for the System's needs.

II. SERVICES:

APPROACH

Our overall approach consists of five major process phases:



The specific tasks for each phase of the engagement are described below:

Phase I—Engagement Kick-Off and Board Retreat

It will be critically important to have broad-based input and "buy-in" from key stakeholders, as well as from Cook County Health and Hospitals System leadership. The process in Phase I is designed to organize and engage the constituencies who will be key to the plan's success. Toward this end, we will:

- Work with System leadership to define and structure:
 - An executive leadership group (Executive Team) that will provide day-to-day process oversight, assistance in data acquisition, meeting coordination, draft report reviews, etc.; and

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- A Strategic Planning Steering Committee (Steering Committee) consisting of System Board, management, and clinical leadership, as well as representatives of selected constituency groups.
- Meet with the Executive Team to:
 - Discuss and refine strategic planning objectives and approach;
 - Discuss the objectives and format of the Board retreat;
 - Identify key constituencies and stakeholders who will need to be interviewed or otherwise provide input into the process; and
 - Agree on a timetable, progress milestones, communications processes, etc.
- Facilitate a Board Retreat in May to formally launch the engagement process. The Board Retreat agenda may include (but is not limited to) the following topics:
 - Overview of the strategic planning process and key participants/roles;
 - Discussion regarding the current status of the System: key strengths, challenges, and opportunities;
 - Identification of “must do’s”—the issues and priorities that the Board deems critical to the process;
 - Consensus regarding core principles that will inform and guide the planning process, e.g.:
 - Role of Board in process
 - Input from key stakeholders
 - Overall goals and direction for the planning process
 - Policy guidelines regarding a broad range of options (e.g., flexibility to redefine service portfolio, getting in/out of certain business lines/sites, outsourcing key service lines/support functions, other as appropriate);
 - Possible guest speaker (to be discussed).
- Coordinate with the Executive Team and with public relations representatives to ensure that Retreat proceedings are recorded and distributed in an appropriate fashion.

Phase II—Discovery

The Phase II—Discovery process is designed to provide an assessment of the System’s external and internal environments, as well as identification of the critical issues and options for future development. We will:

- Review relevant health-related data and projections for Cook County:
 - Population and demographic trends/projections;
 - Socio-economic characteristics;
 - Morbidity and mortality indices/trends; and
 - Uninsured and medically indigent populations—numbers, trends, geography.

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- Acquire and analyze the following types of information:
 - CCHHS utilization data and historic trends—inpatient, outpatient, ancillary;
 - IHCCCC market-area hospital patient databases:
 - State inpatient data base (SID);
 - Patient origin/market share;
 - Comparative performance indicators (DRG Analyst);
 - Other, as appropriate;
 - Profiles of other healthcare systems in the market and their comparative indicators;
 - Market research and consumer opinion surveys (as available);
 - Patient opinion surveys (as available);
 - Medical staff profile, for both permanent staff and physicians in training (residents, fellows); specialty and age mix, admissions history;
 - Medical staff recruitment plan;
 - Current plans for project-specific program, service, and facility development;
 - Facility evaluations and master plan (as available);
 - Assessments and benchmark targets in key areas of operations, including revenue cycle, productivity, and supply chain management;
 - Other assessments of infrastructure and capital needs (e.g., IT);
 - Financial statements for the past five years;
 - Capital and operating budgets;
 - Assessments and recommendations of various advisors and groups (e.g., Blue Ribbon Commission); and
 - Other planning documents and databases, as needed.

- Examine other county systems in the U.S where progressive healthcare delivery and financing models have been implemented; undertake benchmark research on model structures, financial performance, and operational performance.

- Concurrent with the above activities, conduct interviews/focus group sessions with:
 - CCHHS Board members;
 - Cook County Commissioners;
 - County Department of Health executives;
 - Representatives of other city/county/state health agencies, associations, and consumer advocacy groups;
 - Community organizations that have ties to CCHHS;
 - CCHHS Senior Management;
 - CCHHS Medical Staff Officers and clinical staff, including residents/fellows
 - Selected employees/middle management;
 - Executive and clinical leadership from affiliated hospitals and health systems; and
 - Other, as appropriate.

(For purposes of scheduling and budgeting, it is anticipated that approximately 100-120 stakeholders will be participating in interviews and/or focus groups.)

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- Facilitate 8-10 "Town Hall" meetings with a cross-section of County residents/consumers to elicit input re: health care interests, concerns, and priorities. These meetings will be:
 - Conducted in local neighborhood settings, and
 - Coordinated with PR/marketing resources to enhance visibility and community connection to the process.
 - We will support in the development of an interactive Website for enhanced communications with key stakeholders, and the processing of information thereby obtained.
- Based on the above information and evaluations, develop a summary assessment of:
 - County health needs and related trends, and
 - The current status of CCHHS—strengths, weaknesses, and opportunities regarding such areas as service profile, market position, medical staff development, financial performance, infrastructure and capital needs, and overall organizational effectiveness.
- Facilitate a working session with the Strategic Planning Steering Committee to share the findings of the *Phase II—Discovery* process.

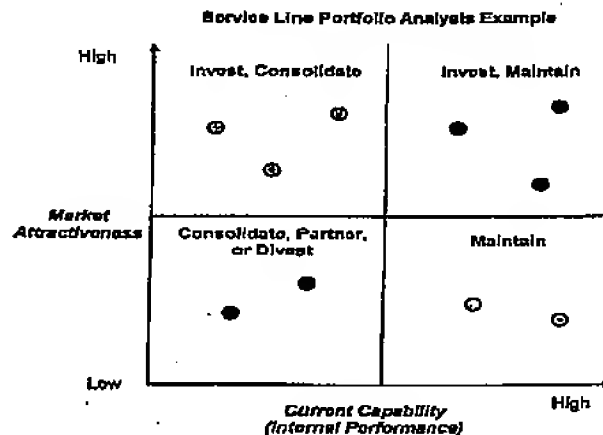
Phase III—Strategic Direction

In Phase III, the consultants will work closely with the Leadership Team and Strategic Planning Steering Committee in developing a vision, core goals, and overall strategic direction for Cook County Health and Hospitals System. We will:

- Identify CCHHS' opportunities and options. Development opportunities may include, but not be limited to, the following:
 - Evaluating and challenging the current delivery system configuration—taking a "clean sheet" approach to identifying the optimal distribution and use of System resources based on criteria related to access and clinical/cost-effectiveness;
 - Developing a clinical service platform that is more market-responsive, competitive, and economically self-sustaining; and
 - Optimizing the use of System resources by identifying services to be provided internally versus through partnerships or via contractual relationships with other providers.
- As an integral part of the above analyses, complete a portfolio analysis of the System's relevant business units and clinical service lines based on:
 - Market attractiveness (size, growth characteristics, profitability, competitor strength, etc.); and
 - Current System capabilities (market and financial performance, staff capabilities, technology, level of integration, clinical leadership, etc.).
- Identify specific service lines that should be considered as priorities for focused development of clinical centers of excellence, with an emphasis on those areas that can have the most impact on the System in terms of market position and economic contribution. Also, evaluate opportunities for partnership or outsourcing services and/or

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market segments that are *not* an optimal fit with CCHHS' capabilities profile. (See example service line portfolio matrix, below.)



- Facilitate a Board/Strategic Planning Committee "visioning" retreat. The retreat will be scheduled for a full working day, and will be structured to develop group consensus regarding a shared vision for the future development of Cook County Health and Hospitals System, with an emphasis on an optimal future state scenario of what County health care services could optimally "look like" in the future. (This visioning process will include a "clean sheet" approach to delivery system design as referenced above. The objective is to not be restricted in thinking about the current configuration of the System and its distribution of services as they are now, but to look at an optimal System design that makes the best use of resources in meeting commitments to access, quality, and cost effectiveness.)
- Translate the vision, core goals, and strategic initiatives for future direction and development, specifying:
 - Overall role and program development;
 - Growth targets and strategies;
 - Clinical service line focus areas (centers of excellence);
 - Physician leadership and staffing;
 - Roles and organizational interface between CCHHS, other health systems and agencies; and
 - Organizational development.
- Summarize Phase III outputs and make a progress report to the Executive Team and to the Steering Committee.

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Phase IV—Financial Plan

Phase IV entails the development of a 3-year forecast, to be accomplished in two major steps. First, a baseline forecast will be developed. Once the baseline forecast is developed, strategic initiatives will be modeled separately and then incorporated into the model. We will:

- Develop a baseline forecast ("momentum budget") based on current trending and prior to incorporating strategic initiatives:
 - Perform trend analysis of each of the major operating units;
 - Link key operating statistics with financial performance and with trends that will impact future periods;
 - Acquire/analyze historical financial and operating statistics;
 - Meet with key personnel to gain insights regarding key trends, historical changes, and likely changes in near future; and
 - Assemble data and complete analytics.

- Validate past and current methods of revenue/expense forecasting and budgeting, including: validation data capture, key processes, assumptions, and resulting accuracy of historical forecasts and budgets. We will:
 - Interview personnel responsible for budget/forecasting process;
 - Acquire/analyze key forecast process information;
 - Acquire/analyze historical budgets, forecasts and strategic plans, budget vs. actual reporting;
 - Develop a forecast based on trended financial data, by operating unit and for shared services/overhead (based on historical financial and operational trends—this forecast will represent likely performance in the absence of strategic initiatives);
 - Develop a quarterly three-year forecast based on historical trending for each of the operating units;
 - Meet with key personnel of operating units to elicit feedback and refinements regarding the forecasts; and
 - Revise forecasts based on shared input.

- Develop the logic structure to perform sensitivity modeling, factoring in key assumptions that will have a significant impact on the forecast, such as volume levels, reimbursement rates, payer mix, staffing levels, salary increases, and capital expenditures:
 - As part of the development of the forecast model, build in key drivers that will have material impact on financial performance;
 - Meet with key members of organization to refine key assumptions and develop a corridor of reasonableness for those assumptions; and
 - Perform sensitivity analysis base on key assumptions (e.g., conservative, most likely, and optimistic scenarios).

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- Upon completion of the momentum forecast, incorporate performance improvement initiatives into the 3-year forecast. Key steps will be to:
 - Model key strategic and development initiatives;
 - Develop the business case for each initiative, including the resulting impact on financial performance, required capital investment, return on investment (so it can be compared to other initiatives), and timelines of the proposed initiative;
 - For each initiative, develop key milestones and timelines prior to incorporation into the budget (as a tool for measuring performance-to-plan);
 - Meet with key System executives to refine key assumptions and develop a corridor of reasonableness for key assumptions;
 - Perform sensitivity analyses based on key assumptions (e.g., conservative, most likely, optimistic); and
 - In addition to the strategic initiatives, incorporate other major financial improvement initiatives that CCHHS has identified (productivity improvements, revenue cycle and supply chain).
- Based on the developed forecast (baseline plus key strategic initiatives), complete the forecast/model roll-up, with multiple iterations, as necessary, prior to final approvals:
 - Incorporate all key strategic initiatives into the forecast;
 - Meet with key personnel to review and refine;
 - Identify the key "owners" for each strategic initiative, and jointly develop tracking tools; and
 - Develop reporting tools (high-level and initiative-specific) to support the management of strategic initiatives and ensure sound financial management processes going forward.

Phase V—Action Plan

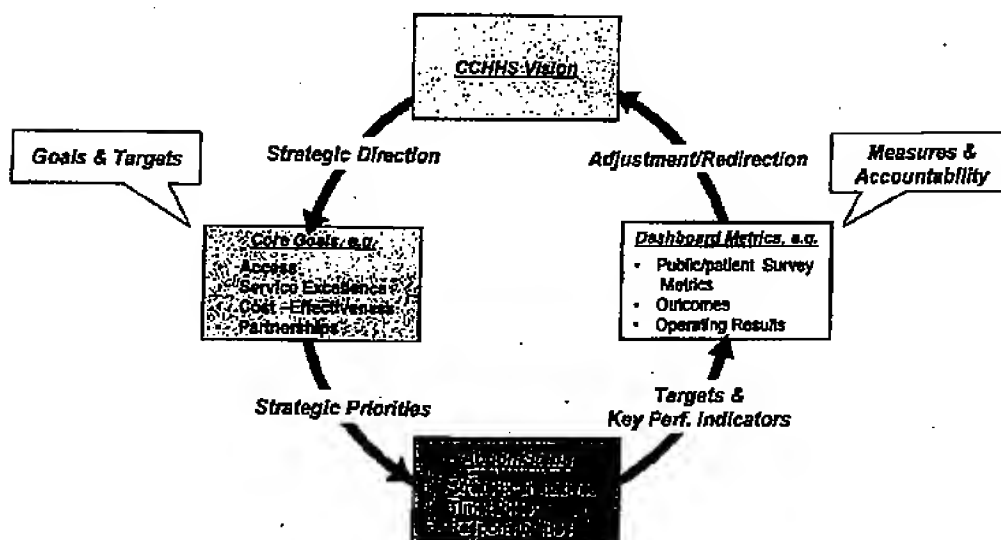
The specifics of the action planning step will be driven by the overall strategic direction established with the consensus of the collective System leadership. At this juncture, we will work closely with the members of the Executive Team and Strategic Planning Steering Committee to translate the preferred strategic direction into a step-wise action plan. Specifically, we will:

- Link the overall strategic direction and core goals to specific strategic initiatives and action steps;
- Establish timetables for implementation;
- Ensure that initiatives have "owners" and that there is identified accountability for execution;
- Identify performance metrics as a basis for monitoring using dashboard measures; and

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- Link targets, timetables, and responsibilities to Executive and Board reporting mechanisms. (See figure below.)

Strategic Plan Implementation: Monitoring Results



- Complete the Strategic Plan and make presentations to various stakeholders for review and comment:
 - Executive Team;
 - Strategic Planning Steering Committee;
 - Physician and employee representatives; and
 - Other, as appropriate.

(A total of five presentations is estimated for budgeting purposes.)

- Based on the input from the above, make final revisions to the draft Strategic Plan document.
- Make presentations of the completed Strategic Plan to the above stakeholders, to the Cook County Board of Commissioners, and to other audiences, as appropriate.

(A total of five presentations is estimated for budgeting purposes.)

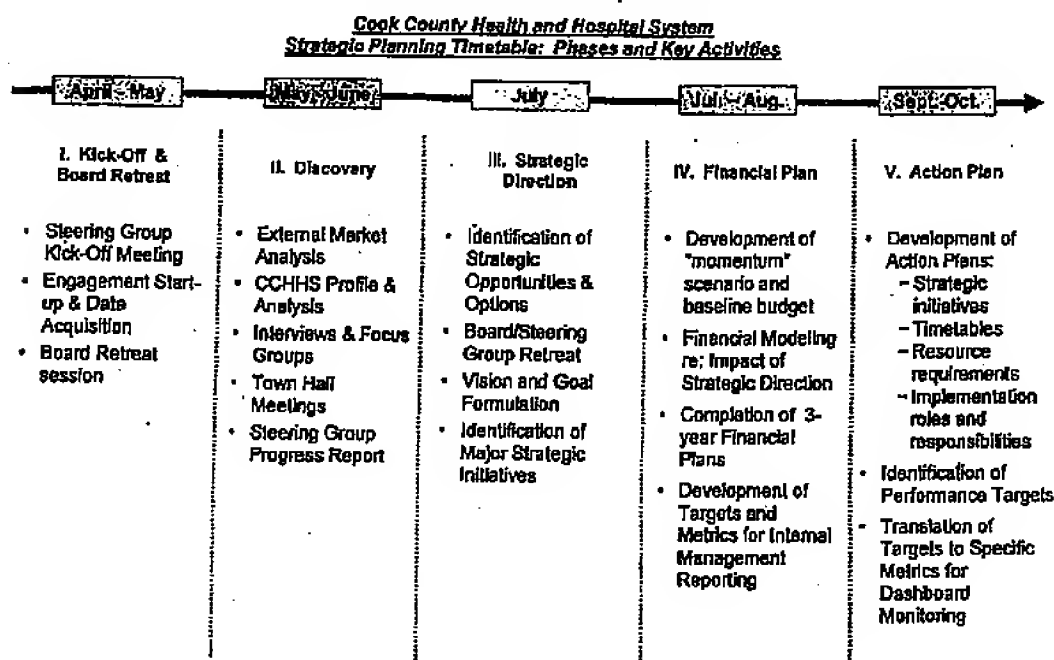
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- Coordinate with the Executive Team and public relations representatives to ensure that the CCHHS Vision and Strategic Plan are appropriately recorded and distributed to various publics in a timely fashion.

C. Project Schedule

We understand that the Board has committed to the completion of a strategic plan within a relatively short timetable with a strategic "road map" in place as soon as practically possible. Accordingly, we would be in a position to initiate engagement activities within two weeks of acceptance, and estimate that the scope of work as outlined will require approximately six (6) months to complete.

The overall engagement timetable, by phase, is summarized below:



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III. PROJECT TEAM

John Abendshien will assume responsibility for the overall conduct and quality of this engagement, and will participate actively in the overall process. John has over 30 years of experience as a strategy consultant and advisor, and has provided assistance in the areas of strategic planning, business/clinical model design, mergers and acquisitions, and corporate and management restructuring to healthcare organizations throughout the U.S. John is a frequent speaker and lecturer on the subject of strategic planning and organizational change management. Recent articles include "Managing the Future," *Health Forum Journal*. He is a Fellow and Past Chair of the American Association of Healthcare Consultants, and is a member of the Governance 100. Prior to founding ICS, John was Partner and National Director of Ernst & Young LLP's U.S. healthcare strategy practice, with overall responsibility for that firm's healthcare strategy staffing, methodologies, and client engagements.

Mayur Patel will assume a lead role in overseeing analytical and qualitative research activities. He will also participate actively in interviews, focus groups, work sessions, and progress meetings. Mayur has 20 years of experience as a healthcare planner and consultant and has conducted a broad range of strategic planning engagements, feasibility studies, and performance improvement engagements for hospitals and physician groups throughout the U.S., Eastern Europe, and East Africa. He also has an extensive background in the assessment of emerging clinical technologies and the ongoing scanning of business trends in healthcare delivery. Prior to working with ICS, Mayur was a Senior Manager in the healthcare practice at PriceWaterhouseCoopers.

Harold Emahiser will serve as financial advisor, and will provide the technical expertise in support of the development of financial assumptions and models. Harold has extensive experience as a financial planner and analyst, including a past role as a senior consultant with KPMG's national healthcare strategy practice. He has worked with hospitals and physician groups throughout the country in preparing financial forecasts, financial feasibility studies, valuations, and due diligence analyses. He also has extensive experience in working with healthcare institutions in turnaround situations, including significant work performed on behalf of the firm of Speltz and Weis.

Mark Janack will provide specialized expertise in the evaluation of the System's clinical services and delivery platforms, and in the development of priorities and plans for development of specific clinical service lines. He will also assume a lead role in evaluating the System's medical staff profile and related needs. Mark has extensive experience in the design and implementation of clinical centers of excellence, and in the implementation of inter-organizational and hospital-to-physician joint venture relationships. He has over 20 years of experience working in clinical, administrative, and consulting capacities. Prior to joining ICS, Mark served as Co-Director of the Cleveland Spine and Arthritis Center.

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James Lifton will provide senior-level assistance in support of the overall engagement effort, and will assume a lead role in conducting interview and focus group sessions. Jim has worked exclusively as a healthcare executive and advisor since 1972, providing assistance to hospitals, health systems, and related organizations in strategy formulation, governance, business planning, and medical staff development. Jim writes and speaks on key issues in healthcare management, including strategy, medical staff development, and healthcare system performance (including a project with AHA's section on healthcare systems). He has been published in *Trustee*, *Health Care Strategic Management*, and *Spectrum*, and has served as a faculty member for the ACHE Congress. Jim is a Fellow of the American College of Healthcare Executives, where he has served on the Committee on Elections and the Regent's Advisory Council for Metropolitan Chicago. Jim is also a certified public accountant.

Anne Barrett will provide technical as well as facilitation assistance in the design and conduct of interviews, focus groups, and Town Hall Meetings. Anne has over 15 years of experience in strategic planning and related consulting services to the healthcare industry. Her clients have included community hospitals, academic medical centers, health care systems, multi-specialty physician groups, government research agencies, insurers, and professional associations. Her areas of expertise include enterprise strategy development, mergers and acquisitions, organizational design, cost accounting, primary and secondary data collection and analysis, and board/executive/professional staff meeting facilitation.

Prior to her work with ICS, Anne served as a senior consultant in the national healthcare strategy firm of Abendshien Associates, Inc., and previously was a Senior Manager in Ernst and Young LLP's U.S. healthcare strategy practice.

Medical Advisory Panel

ICS maintains a medical advisory panel of highly-recognized physicians in key specialties, with particular emphasis on physicians having in-depth expertise in major clinical service lines such as orthopedics, neurosurgery, and cardiovascular surgery. These individuals will be available to serve in a consultative and advisory capacity, as needed.

Other professional staff members will be assigned, as appropriate.

IV. CONTACT INFORMATION

Chief Contact for CCHHS

William T. Foley
Chief Executive Officer
1900 W. Polk St, Ste 220
Chicago, IL 60612

Chief Contact for the Contractor

John Abendshien
President
10 South Riverside Plaza
Ste 1800
Chicago, IL 60606

DRAFT**EXHIBIT B****PAYMENT TERMS**

Based upon the scope of work described in Exhibit A, fees will be based on actual staff hours necessary to complete the assignment, extended by the standard billing rates of the Contractor. Changes in work scope or approach that may be requested by CCHHS could affect the fee schedule, and will be subject to mutual agreement. In any case, the Contractor will not extend the scope of services or exceed this fee quote without the prior knowledge and expressed approval of CCHHS.

Fees will be:

Completion of Strategic Plan (excluding Phase IV, Financial Plan) will not exceed \$320,000.

Completion of Phase IV, Financial Plan will not exceed \$123,000.

Direct expenses, including travel, databases, and similar expenses will be billed in addition to the professional fees and will not exceed 10% of the total professional fees, or \$43,300 for this engagement.

Contractor will bill both professional fees and direct fees on a monthly basis, submitting detailed invoices that include actual profession hours expended (and by which members of the Contractor's team), copies of all receipts for direct expenses, etc.

DRAFT

**GENERAL CONDITIONS
SUPPLY/SERVICE
SOLE SOURCE**

CONTENTS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS	3
GC-02 PERSONNEL	4
GC-03 INSURANCE	4
GC-04 INSPECTION AND RESPONSIBILITY	4
GC-05 INDEMNIFICATION	5
GC-06 PAYMENT	5
GC-07 PREPAID FEES	5
GC-08 TAXES	5
GC-09 PRICE REDUCTION	6
GC-10 CONTRACTOR CREDITS	6
GC-11 DISPUTES	6
GC-12 DEFAULT	7
GC-13 COUNTY REMEDIES	7
GC-14 CONTRACTOR REMEDIES	7
GC-15 DELAYS	8
GC-16 MODIFICATIONS AND AMENDMENTS	8
GC-17 PATENTS, COPYRIGHTS AND LICENSES	8/9
GC-18 COMPLIANCE WITH THE LAWS	9
GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISE	9-11
GC-20 MATERIAL DATA SAFETY SHEET	11
GC-21 CONDUCT OF THE CONTRACTOR	11
GC-22 ACCIDENT REPORTS	11
GC-23 USE OF THE COUNTY PREMISES	12
GC-24 GENERAL NOTICE	12
GC-25 TERMINATION OF CONVENIENCE AND SUSPENSION OF CONTRACT	12
GC-26 GUARANTEES AND WARRANTIES	13

DRAFT

GC-27 STANDARD OF DELIVERABLES	13
GC-28 DELIVERY	13
GC-29 QUANTITIES	14
GC-30 CONTRACT INTERPRETATION	14
GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS	14/15
GC-32 AUDIT	15
GC-33 GOVERNING LAW	16
GC-34 WAIVER	16
GC-35 ENTIRE CONTRACT	16
GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS	17
GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES	17

DRAFT

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Purchasing Agent, which approval shall be granted or withheld at the sole discretion of the Purchasing Agent. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Purchasing Agent. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Purchasing Agent the any and all subcontractors it intends to use in the performance of the Contract. The Purchasing Agent shall have the right to disapprove any subcontractor. Identification of subcontractors to the Purchasing Agent shall be in addition to any communications with County offices other than the Purchasing Agent. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Purchasing Agent upon request.

The Contractor must disclose the name and business address of each subcontractor[^], attorney[^], lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship[^], and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than) a not-for-profit entity[^], on an unpaid basis[^], or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

DRAFT**GC-02 PERSONNEL**

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

GC-03 INSURANCE

Contractor shall purchase and maintain at all times during the term of this Contract insurance coverage which is satisfactory to the County and will satisfactorily insure the Contractor against claims and liabilities which arise or could arise because of the performance or nonperformance of the Contract. All insurance required hereunder shall meet the requirements of the County's Department of Risk Management and shall name the County as an additional insured unless such designation is unavailable due to commercial practices in the insurance industry as to a particular type of coverage. With the exception of certificates required to be submitted with the Proposal, Contract shall deliver to the County satisfactory certificates evidencing compliance with this insurance provision prior to commencing performance under the Contract.

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Purchasing Agent and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

DRAFT**GC-05 INDEMNIFICATION**

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorneys fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-06 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GC-07 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-08 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

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GC-09 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

GC-10 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

GC-11 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Purchasing Agent. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Purchasing Agent. Upon request of the Purchasing Agent, the party complained against shall respond to the complaint in writing within five days of such request. The Purchasing Agent will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. The decision of the Purchasing Agent will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Purchasing Agent indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Purchasing Agent of a dispute. No inference shall be drawn from the absence of a decision by the Purchasing Agent. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

DRAFT

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity, in all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor, in no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

GC-15 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

GC-16 MODIFICATIONS AND AMENDMENTS

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. Modifications and amendments which individually or cumulatively result in additional cost of \$1,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall not be deemed as authorized without the approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$1,000.00 or which do not extend the term of the Contract by more than thirty (30) days may only be made with the written approval of the Purchasing Agent.

Subject to the foregoing, the Director of the Using Department may, by written order, make changes with respect to the dates of delivery and places of performance of the Contract, provided that any such changes shall not increase the Contract price or the time required for Contract performance.

DRAFT

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section GC-16, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Purchasing Agent. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

GC-17 PATENTS, COPYRIGHTS AND LICENSES (CONT.)

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

GC-18 COMPLIANCE WITH THE LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES

COOK COUNTY ORDINANCE DIVISION 6, SECTION 34-275 - 34-285

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise

DRAFT

Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five (35%) of the annual total dollar amount of professional and consulting service contracts and sole source agreements to certified MBEs and WBEs.

B. A contractor may achieve the contract MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protege Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the contractor's business; or by a combination of the foregoing.

C. A contractor's failure to carry out its MBE/WBE commitments in the course of a contractor's performance shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedy authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance: (a) a contractor for professional and consulting service contracts shall submit items A, B and C listed below; and (b) a contractor for sole source agreements, shall submit items A and B listed below. All documentation submitted by a contractor shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required in accordance with these general conditions shall be cause to consider the contractor's proposal non-responsive and be rejected.

A. Affirmative Action Plan

Each contractor shall submit with its proposal, a copy of its current internal affirmative action plan. If contractor has no internal affirmative action plan, contractor shall submit a statement stating why contractor has no such plan. In lieu of an internal affirmative action plan, a contractor may submit a copy of its current Letter of Compliance for the United States Department of Labor, Office of Federal Contract Compliance Programs.

B. Contractor's MBE/WBE Efforts Documentation

Each contractor shall submit with its proposal, supporting documentation which evidences efforts the contractor has taken in attempting to achieve the County's "best efforts" MBE/WBE participation goals.

C. Contractor's Statement - Use of MBE/WBE Professionals

Each contractor shall submit with its proposal, a statement which discloses how the contractor intends to maximize the use of its MBE/WBE professionals in the course of performing the contract.

III. NON-COMPLIANCE

If the County of Cook determines that the contractor has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

DRAFT

IV. REPORTING/RECORD-KEEPING REQUIREMENTS

The contractor shall comply with the reporting and record-keeping requirements as may be established by the Contract Compliance Administrator. Upon award of a contract, contractor is responsible for acquiring all necessary county reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

Contractor shall provide the Purchasing Agent and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In

DRAFT

performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

GC-24 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

COOK COUNTY PURCHASING AGENT
118 North Clark Street, Room 1018 Chicago,
Illinois 60602 Include County Contract Number
in all notices)

TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Purchasing Agent in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-25 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Purchasing Agent.

GC-26 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

DRAFT**GC-27 STANDARD OF DELIVERABLES**

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-29 QUANTITIES

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Purchasing Agent.

GC-30 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

DRAFT

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal.

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS (CONT.)

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

GC-32 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank

DRAFT

statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

GC-32 AUDIT; EXAMINATION OF RECORDS

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that

are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-33 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-34 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-35 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

DRAFT**GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS**

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship or principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

END OF SECTION